

EXHIBIT “D”

QuickLink Credit®

Application and Account Agreement



Applicant Information

First Name: Cody
Middle Initial: A
Last Name: Easterday
Suffix:
Social Security Number

Phone
(509) 547-9600
Alt. Phone
(509) 947-4991
Date of Birth

Email
cody@easterdayfarms.com

Physical Address
Street: 830 Bellflower Rd
City: Mesa
State: WA
Zip: 99343

US Citizen: Yes

Mailing Address
Street: 830 Bellflower Rd
City: Mesa
State: WA
Zip: 99343

Bankruptcy Filing No

Entity Information

Legal Name: Easterday Farms
Entity Type: General Partnership
Tax Identification Number:
91-1520161

Physical Address
Street: 5235 N Industrial Way
City: Pasco
State: WA
Zip: 99301

Mailing Address
Street: 5235 N Industrial Way
City: Pasco
State: WA
Zip: 99301

State of Organization
WA
Date of Organization
01/01/1990
Phone

Primary Line of Business

Onions & potatoes

Financial

Date of Balance Sheet: 10/31/2019

Balance Sheet

Assets
Current Assets: \$76,773,944.00
Intermediate Assets: \$0.00
Term Assets: \$41,624,070.00
Total Assets: \$118,398,014.00
Total Equity: \$24,555,433.00

Liabilities
Current Liabilities: \$74,335,036.00
Intermediate Liabilities: \$0.00
Term Liabilities: \$19,507,545.00
Total Liabilities: \$93,842,581.00

Income
Gross Crop Income: \$0.00
Gross Livestock Income: \$0.00
Other Farm Income: \$0.00
Total Farm Income: \$0.00

Crop	Acres	Average Yield	Livestock	Count

Dealer Information

Vendor Name: JRS Impilot Company
Dealer Name:
Dealer Phone:
Credit Limit: \$1,000,000.00

Dealer Address
Street:
City:
State:
Zip:

You promise to pay to Rabo AgriFinance LLC, (referred to herein as "RAF"), or its successors or assignees at Post Office Box 410650, Saint Louis, Missouri 63141, the outstanding principal balance and accrued interest on this QuickLink Credit® Application and Account Agreement (hereinafter the "Agreement") as agreed and further described below. The words you, your, and yours mean each person and/or entity who applies for and is granted credit pursuant to this Agreement. You authorize any one or more dealers (each hereinafter a "Dealer") who has been approved by RAF to conduct business pursuant to one or more written agreements with RAF to submit proof(s) of your purchase(s) of products and/or services to RAF and for RAF to provide advances in payment of such purchases under this Agreement (each hereinafter an "Advance" or "Advances") and you authorize RAF to advance, at its option, under this Agreement sufficient funds to satisfy any outstanding obligations to Dealer. Advances shall be equal to the amounts identified on the invoices or other proofs of purchase, sale or delivery submitted by Dealers to RAF. You understand and agree that RAF may rely on all invoices or other proofs of purchase, sale or delivery submitted by the Dealer whether such invoices or other proofs of purchase, sale or delivery are submitted verbally, in writing or electronically to the same extent as if you had personally signed a receipt for such purchase or other request for payment. Each Advance is deemed to be an advance of funds to you under this Agreement. Conditions: You understand that no Advances will be made under this Agreement until this Agreement is approved by RAF. You understand that RAF may at any time discontinue your ability to receive Advances or have Advances made on your behalf under this Agreement if any of the following occur: 1) If the total of any invoice or other proof of purchase, sale or delivery, when combined with the current principal balance of this Agreement, would cause the amount due on this Agreement to exceed the maximum credit limit approved by RAF; 2) the Draw Period (as defined herein) has passed; 3) you are in default of this Agreement, any of the Security Documents (as defined herein) or any supporting loan documents; 4) the request is not allowed under the then currently existing policies and procedures of RAF in effect under this financing program; or 5) there has been a material adverse effect in your ability to satisfy your obligations to RAF, as determined solely by RAF. Credit Limit: When the Agreement is approved by RAF, RAF shall then notify you of its approval and the applicable Draw Period (as defined herein). You understand that the maximum amount of revolving credit available to you at any one point in time will be identified in the approval letter or other notice issued by RAF, and regardless of the amount specified on this Agreement the actual credit available hereunder shall not exceed the credit approved by RAF. However, RAF may, in its sole discretion, make an Advance for purchases in response to your request which exceeds such limit. In such cases, you agree that all such Advances shall be covered by all the terms and conditions contained in

Advance: Each Advance shall be subject to the terms and conditions of any applicable Special Program and shall be subject to Dealer's discretion. The applicable Special Program shall be the one in effect at the time of purchase.

[illegible]

Interest Rate: You agree to pay interest from the earlier of a) the time of an Advance or b) the date on which RAF becomes obligated to make an Advance or your limited to monies owing on account of the financing of the purchases returned unless and until such time as you have paid in full the amount of the Advance. If you are not obligated to pay interest on the Advance, you agree to pay interest on the Advance from the time of the Advance. If you are not obligated to pay interest on the Advance, you agree to pay interest on the Advance from the time of the Advance. If you are not obligated to pay interest on the Advance, you agree to pay interest on the Advance from the time of the Advance.

until paid in full interest at the non-seasonal annual rate of _____% (_____%). Any change in your interest rate, except as provided in Section 6, shall be effective no later than the first day of change thereof to reflect changes in the Prime Rate. Any change in your interest rate, except as provided in Section 6, shall be effective no later than the first day of change thereof to reflect changes in the Prime Rate. Any change in your interest rate, except as provided in the section entitled "Changes to Your Account Agreement and Credit Limit," shall be effective no later than the first day of change thereof to reflect changes in the Prime Rate used in this Agreement for the interest rate applicable to your account.

The rate calculation shall be zero. Any interest or principal due shall be calculated at the maximum rate permitted by applicable law. Upon expiration of the term, all amounts are paid in full at the rate of twenty-one percent (21%) per year. All interest hereunder shall be calculated based on the outstanding principal amount. Notwithstanding anything to the contrary herein, the interest rate shall at no time exceed the maximum rate, adjusted to the Standard Rate.

Minimum Interest Charge: If interest is accruing on the principal balance, we will assess a minimum interest charge of \$.50 in a billing period.

your billing statements. Your payment must be received by RAF by the date and time specified in the billing statement. If you fail to make your payments as required, we may suspend or terminate service without notice. We will not accept partial payments hereon. Payments that reflect "paid in full" or other restrictive endorsements, without losing any of its rights under this Agreement. In full or make partial repayments hereon. Payments that reflect "paid in full" or other restrictive endorsements, without losing any of its rights under this Agreement. In full or make partial repayments hereon.

payment due date plus any principal reduction required based on the applicable program criteria (which you acknowledge receipt of or as they may be identified to you by RAF on the monthly and final payments.

Determination of the Total Due: The total outstanding balance (the amount you owe RAF) is equal to your current principal balance plus accrued interest, less any payments or credits applied to your account, plus any applicable late charges, fees and costs and then makes any other applicable adjustments.

Payment Application: RAF shall apply payments in its sole discretion. Generally, payments will be applied to the outstanding principal balance, and then in reduction of the outstanding principal balance, and RAF will allocate payments to pay off balances at lower periodic interest rates before paying off balances at higher periodic interest rates. If you have a credit balance, you may request a refund of a credit balance over \$30.00. You may request a refund of a credit balance over \$30.00 by contacting your account manager.

your account, you will forfeit the amount to RAF.

sending you Billing Statements. However, interest charges, fees and penalties will continue to accrue on your account until you pay the amount due. If you believe there is an error on your Billing Statement, you must notify RAF, in writing, at P.O. Box 410650, Saint Louis, Missouri 63141-0650, or call 800-792-2843, extension 3300, before the date of the Billing Statement. If you believe there is an error on your Billing Statement, you must notify RAF, in writing, at P.O. Box 410650, Saint Louis, Missouri 63141-0650, or call 800-792-2843, extension 3300, or any subsequent telephone number listed on the back of this statement.

number as may be shown on your Billing Statement. For your protection, you may request a new Billing Address and Billing Number by calling 1-800-444-4444. We will mail you a new Billing Statement to only one address.

[illegible][illegible]

Security Interest: In addition to any other security pledges granted to RAF, you grant RAF a purchase money security interest in all of the property you purchase with the proceeds of the purchases, including insurance proceeds. This provision does not apply if you reside in North Carolina in the manner described in this Agreement.

[illegible]

pay your obligations to RAF. If, after 70 days after the payment due date, RAF has not received the total outstanding balance, RAF may add to your balance(s) due a late payment fee of \$35.00.

Applicable Law: This Agreement shall be governed by the laws of the State of Iowa.

to pay your obligations in exchange for the use of the

Agreement; 5) RAF may seek any collection efforts of any collateral that may exist under any agreement between RAF and you; or 6) RAF may use any other remedy available under any appropriate state or federal law. By selecting one or more of these remedies, RAF does not give up its right to use any other remedies. If RAF, in its sole discretion, waives its right to exercise any remedy upon the event of default, RAF does not waive its right to later exercise any remedies based upon such default.

Waivers: By execution of this Agreement you agree you will not require RAF to: 1) demand payment of the amounts due (presentment); 2) obtain official certification of non-payment (protest); 3) give notice that the amounts due have not been paid (notice of dishonor); 4) give notice of intention to accelerate; or 5) give notice of acceleration. You also give up any rights you may have under any valuation or appraisal laws, which may apply to you.

Consent to Jurisdiction: You agree that the acceptance and approval of the Agreement occurred in Cedar Falls, Iowa and that performance of this Agreement by you involves payment to RAF in Cedar Falls, Iowa. You knowingly and voluntarily consent to be subject to the jurisdiction in the State of Iowa for purposes of adjudicating any rights and liabilities of the parties pursuant to this Agreement, with venue to be in the Iowa District Court for Black Hawk County, Iowa, or the United States Federal District Court for the Northern District of Iowa.

Telephone Monitoring and Recording: RAF may monitor and record your telephone calls with RAF to assure the quality of RAF's service. In the event you cancel the Agreement, you remain responsible to pay the principal balance, interest, costs and fees according to the terms of the Agreement.

Assignment: RAF reserves the right to assign any or all of RAF's rights and obligations under this Agreement to a third party. You shall not assign any or all of your rights and obligations under this Agreement without the written permission of RAF.

Unauthorized Use of the Agreement: If you believe there has been any unauthorized use or charges to your Agreement, you must notify RAF immediately by calling (888) 395-8505 or any subsequent telephone number as may be shown on the Billing Statement. RAF may require you to provide certain information in writing to help RAF determine what happened, and to comply with such procedures as RAF may require for RAF's investigation.

Facsimiles: In the event that any signature is delivered by facsimile (fax) transmission or by e-mail delivery of a ".pdf" format data file, such signature shall be considered a binding signature and shall have the same force and effect as an original signature. You will ensure that all documents bearing the original signature will be forwarded to RAF as soon as possible after being faxed or emailed via ".pdf", but failure to provide such documents with original signatures shall not affect the ability of either party to rely on fax signatures to the same extent as an original.

Disclosure of Information: If your Agreement is approved, RAF may from time to time, use the above information and other personal information collected or compiled by RAF in connection with this Agreement (including account status and payment history) (collectively the "Information") and share the Information with Dealers and RAF's affiliates and/or agents for the purposes of including, but not limited to, opening, administering, servicing, transacting on and enforcing your agreements, collecting amounts owing to RAF or its assignees, verifying and evaluating your current and ongoing creditworthiness and financial status; responding to your inquiries and otherwise communicating with you regarding your account(s), including contacting you regarding extensions or renewals of this Agreement. You acknowledge to be bound by and consent to RAF's most recent Privacy Policy as it appears on the rafag website.

Representations and Warranties: You represent and warrant that all information you provided in the Agreement is true and correct. You acknowledge all information contained in the Agreement is material and serves as the basis for RAF making a credit decision on the Agreement. You further represent and warrant that the extension of credit evidenced by this Agreement is for business, commercial or agricultural purposes and is not for consumer purposes. Your submission of any report, record or other information pertaining to RAF or any of your subsidiaries, conditions or operations, financial or otherwise, from time to time, whether or not required under the terms of this instrument, will be deemed to be accurate and complete and accurate in all material respects as to your or any of your subsidiaries (and, if applicable, any of your subsidiaries' partners, shareholders, members, or other principals) conditions or operations; as of the date of such submission, including, without limitation, all material contingent liabilities, conditions or operations.

Notice to Prospective Applicants: Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the Agreement. To protect the applicant(s) under this Agreement and RAF from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement and the Security Documents which are the complete and exclusive statements of the agreement between us, except as we may later agree in writing to modify such documents. If you are a resident of Michigan or if your primary business address is in Michigan, by signing below you hereby certify that you are engaged in the business of commercial farming and that all products purchased on credit or other loan proceeds otherwise made available to you under this Agreement will be used exclusively for commercial agricultural purposes. This declaration is made under penalty of perjury.

- Affirmations:** By signing below, you agree to the following:
- 1) You certify that the Agreement is submitted on your behalf for the purpose of procuring, establishing and maintaining credit from time to time with RAF and that all information provided in the Agreement is true and accurate as of this date, including but not limited to your physical address, date of birth and social security number.
 - 2) You have carefully read the information contained within the Agreement and warrant it to be complete, true and accurate as of the dates set forth below and that RAF and its affiliates may continue to rely upon the Agreement continuing to be true and correct unless and until a written notice of change is given by you. In conjunction with the submission of your Agreement, you authorize RAF to obtain a credit bureau report from any credit reporting agency and to request confirmation of financial or other information of any kind whatsoever from any third party having dealings with you.
 - 3) You have read, understand and agree to the terms of this Agreement consisting of four pages. You agree to the terms and conditions of this Agreement as written by RAF without any changes by you. Any changes you make to this Agreement without the written consent of RAF shall be null and void. You have retained a signed copy of this Agreement.
 - 4) You agree that there is and shall be no oral commitment to extend credit to you and that a written commitment signed by RAF, when and if the Agreement is approved, shall constitute the only form of commitment by RAF. RAF shall have no liability to you or others in the event your Agreement is denied. If a loan shall be offered to, and accepted by, you differing as to amount, plan, rate, term or in any other respect from that hereinbefore negotiated, this Agreement shall nevertheless constitute your application for the loan actually accepted by you.
 - 5) Your obligations as the applicant and a borrower and any co-borrower shall be joint and several. Each and every individual and entity signing below shall be held to be an applicant and a borrower.
 - 6) If you are a partnership, corporation or other entity and you are signing on behalf of such entity, you hereby warrant and certify that you have been duly appointed and authorized by the entity to act on its behalf with respect to this Agreement and the credit and financing applied for, and you are so authorized to transact such business on behalf of the partnership, corporation or other entity as of the date hereof. You further agree to notify RAF immediately of any ownership changes of any entity listed on this Agreement.
 - 7) You agree that RAF may notify any Dealer in the event your Agreement is approved or denied and RAF may advise the Dealer as to the credit limit and amount of credit remaining available on your Agreement.
 - 8) You authorize any third party to release to RAF and for RAF to obtain written or oral credit information from any source whatsoever, including, but not limited to, credit reporting agencies and any governmental agency, even if such information would otherwise be protected under any financial privacy acts.

USA PATRIOT Act - Customer Identification Program - Enacted to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for a loan. When you apply for a loan we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Amount Requested

Amount Requested: \$1,000,000.00

Endorsement

Applicant Signature

[Signature]

Date:

3/6/20

Endorsement

Title Owner

Authorized Representative Signature

[Signature]

Entity Name: Easterday Farms

Date:

3/6/20

ADDENDUM - CERTIFICATION OF BENEFICIAL OWNERS
Form & Signature Below are Required if Applying as an Entity

ORIGINAL